

## AGENDA ITEM SUMMARY

**DIVISION: COMMUNITY SERVICES**

**DEPARTMENT: IN-HOME SERVICES**

**ITEM BACKGROUND:** The purpose of this Amendment is to reduce/de-obligate the CCDA Contract by a total of \$9,995.66

<b>CONTRACT/AGREEMENT CHANGES:</b>	Reduction/De-Obligation of \$9,995.66
------------------------------------	---------------------------------------

**STAFF RECOMMENDATION:** Approval

**BUDGETED: YES** ☒ **NO** ☐

**SOURCE OF FUNDS: CCDA**  
Contract for Fiscal year 7/2005 thru  
6/2006

REVENUE PRODUCING: YES NO ☒ AMT.PER MONTH YEAR

**APPROVED BY:** COUNTY ATTY. X OMB/Purchasing X RISK MANAGEMENT X

Sheila A. Barker  
SHEILA BARKER

**DOCUMENTATION:** INCLUDED X TO FOLLOW NOT REQUIRED\_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_ **AGENDA ITEM#:** \_\_\_\_\_

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: State of Florida/Department of  
Children & Families

Contract: Amendment  
#1 to Contract #KG052

Effective Date: May 1, 2006

Expiration Date: June 30, 2006

Contract Purpose/Description: Approval of Amendment #001 to Contract #KG052 - Community Care for  
Disabled Adults (CCDA) to reduce funding from \$81,733.00 o \$71,737.34 at a reduction/de-obligation of  
\$9,995.66

Contract Manager:

Deloris Simpson  
(Name)

4589

(Ext.)

Social Services/Stop 1  
(Department/Stop #)

For BOCC meeting on 4/19/2006

Agenda Deadline:

4/4/2006

## CONTRACT COSTS

Total Dollar Value of Contract: \$71,737.34

Current Year Portion: \$

Budgeted? Yes X No

Account Codes:

Grant: \$ 71,737.00 (Fiscal Year)

County Match: \$ 21,521.20 (Fiscal Year)

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr  
(Not included in dollar value above)

For:  
(eg. Maintenance, utilities, janitorial, salaries, etc)

## CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
Division Director		Yes	No	<i>Shirley A. Baker</i>	4-3-06
Risk Management	4-3-06	Yes	No	<i>M. Daniels</i>	4-3-06
O.M.B./Purchasing	4/3/06	Yes	No	<i>Shirley A. Baker</i>	4/3/06
County Attorney	3/31/06	Yes	No	<i>Kelley Susan Dunsley</i>	3/31/06

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACT #KG052

### AMENDMENT #0001

THIS AMENDMENT, entered into between the Florida Department of Children and Families, hereinafter referred to as the "department", and Monroe County (Monroe County In Home Services), hereinafter referred to as the "provider", amends contract KG052.

1. Standard Contract, Section II, Paragraph A is hereby amended to read:

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **N/A**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract for from any other source are not eligible for payment under this contract.

2. Attachment I, Section C, Paragraphs 1.a., 1.b and 1.c. are hereby amended to read:

1. Payment Clause

- a. This is a Fixed Price contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **N/A**, subject to the availability of funds.

- b. The department shall make payments to the provider for provision of services up to the maximum number of units of service at the rates shown below.

- c. The department agrees to pay for the service at the unit prices and limits listed below:

Service Units	Unit Price	Maximum # of Units
Case Management	\$ 50.78	158
Homemaking	\$ 34.14	1150
Home Delivered Meals	\$ 5.70	2803
Personal Care	\$ 42.38	200

- d. The provider's dollar match for this contract is 10% of contract expenditures. Case management and transportation services may be exempt from match requirement at the discretion of each district.

3. This amendment shall begin on May 1, 2006, or the date on which the amendment has been signed by both parties, whichever is later.
4. All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with the amendment.

AMENDMENT# 0001  
KG052

5. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.
6. This amendment and all its attachments are hereby made a part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this 2 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: MONROE COUNTY  
(Monroe County In Home Services)

FLORIDA DEPARTMENT  
OF CHILDREN AND FAMILIES

SIGNED

BY: \_\_\_\_\_

NAME: Charles McCoy

TITLE: Mayor

DATE \_\_\_\_\_

SIGNED

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: District Administrator

DATE \_\_\_\_\_

FEDERAL ID NUMBER: 590600074902

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature] 3/23/06  
Assistant District Legal Counsel

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

[Signature]  
Sgt.

ASSISTANT COUNTY ATTORNEY

3/31/06

03/01/05

CFDA No. \_\_\_\_\_

Client ☒ Non-Client ☐  
Multi-District ☐

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Monroe County (Monroe County In Home Services)

\_\_\_\_\_ hereinafter referred to as the "provider."

### I. THE PROVIDER AGREES:

#### A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

#### B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

#### C. Governing Law

##### 1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

##### 2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

#### D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

#### **E. Monitoring by the Department**

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

#### **F. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

#### **G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality of Client Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

#### **J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

#### **K. Client Risk Prevention and Incident Reporting**

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

#### **L. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

#### **M. Civil Rights Requirements**

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

#### **N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

#### **O. Sponsorship**

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

#### **P. Publicity**

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

03/01/05

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

**U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

**V. Construction or Renovation of Facilities Using State Funds**

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**W. Information Security Obligations**

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.



03/01/05

**X. Accreditation**

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

**Y. Agency for Workforce Innovation and Workforce Florida**

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

**Z. Health Insurance Portability and Accountability Act**

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**AA. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

**BB. PUR 1000 Form**

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$ 81,733.00, or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**B. Contract Payment**

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

**C. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

**D. Notice**

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

03/01/05

### III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

#### A. Effective and Ending Dates

This contract shall begin on July 1, 2005, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Monroe County, Florida, on June 30, 2006.

#### B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

#### C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

#### D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

03/01/05

**E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Monroe County (Monroe County In Home Services)  
1100 Simonton Street  
Key West, FL 33040

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Theresa Phelan  
Department of Children and Families  
1111 12th Street, #308  
Key West, FL 33040  
305 / 292-6810

2. The name of the contact person and street address where financial and administrative records are maintained is:

Deloris Simpson  
Monroe County In Home Services  
1100 Simonton Street  
Key West, FL 33040

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Deloris Simpson  
Monroe County In Home Services  
1100 Simonton Street  
Key West, FL 33040  
305 / 292-4588

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**F. All Terms and Conditions Included**

This contract and its attachments, I, II and Exhibits A, B, C & D to Attachment I and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 37 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Monroe County

PRINT NAME: Thomas J. Will

PRINT NAME: CHARLES M. HOOD, III (927)

SIGNED BY: [Signature]

SIGNED BY: Charles M. Hood, III (927)

NAME: Dixie M. Spehar For Mayor  
D. SPEHAR

NAME: Charles M. Hood III

TITLE: Mayor

TITLE: District Administrator

DATE: 6/23/05

DATE: 6/27/05

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal EID # (or SSN): 596000749

Provider Fiscal Year Ending Date: 09/30/05

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

[Signature]  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
Assistant District Legal Counsel

CONTRACT # KG052

[Signature]

## **ATTACHMENT I**

### **A. Services to be Provided**

#### **1. Definition of Terms**

##### **a. Contract Terms**

**(Refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which is incorporated by reference herein)**

##### **b. Program or Service Specific Terms**

**(1) Activities of Daily Living** - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

**(2) Case Management Providers** – Private, for-profit, or nonprofit or government agencies designated to provide coordination of care for eligible clients. This includes assessment of client needs and eligibility, development of care plans, and the arrangement for appropriate services to meet those needs. Case management providers integrate all available services through departmentally-approved direct service providers into a sole program of service delivery uniquely patterned to meet the client's varying service needs. Case management providers may choose to deliver only case management services or choose to be dually responsible as both a direct service provider and a case management provider.

**(3) Client** - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.

**(4) Direct Service Providers** – Private, for-profit, or nonprofit or government agencies that provide direct service support to eligible clients. Direct services range from the provision of health services delivered by physicians, nurses, physiotherapists, occupational therapists, speech therapists, and dietitians, to services delivered by workers such as homemakers, chore and transportation worker and personal care aides. The direct service provider may provide one or more aspects of care. The direct service provider may also choose to deliver only direct services or choose to be dually responsible as both a case management provider and a direct service provider.

**(5) Medicaid Institutional Care Program (MICP)** - A program that serves Medicaid recipients who are determined eligible for a nursing home level of care, which provides primary, acute, and long-term care services at capitated federally-matched rates.

(6) Nursing home - Any facility which provides nursing services as defined in Chapter 464, Florida Statutes, and which is licensed in accordance with Chapter 400, Florida Statutes.

(7) Outcomes – Quantitative indicators that can be used by the department to objectively measure a provider's performance toward a stated goal.

(8) Outputs – Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.

(9) Performance Measures - Quantitative indicators, outcomes and outputs, that can be used by the department to objectively measure a provider's performance.

## **2. General Description**

### **a. General Statement**

(1) The Community Care for Disabled Adults (CCDA) Program is designed to assist disabled adults, age eighteen (18) through fifty-nine (59), in utilizing available community and personal resources enabling them to remain in their own homes, and preventing their premature or inappropriate institutionalization.

(2) Service providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client's self-reliance.

### **b. Authority**

Sections 410.601-410.606, Florida Statutes, Chapter 65C-2, Florida Administrative Code, and the annual appropriations act, with any proviso language or instructions to the department, constitute the legal basis for services to be delivered through the CCDA program.

### **c. Scope of Service**

Services will be targeted toward eligible adults in Monroe County.

### **d. Major Program Goal**

Community-based services provided under this contract are designed to prevent inappropriate institutionalization of disabled adults.

## **3. Clients to be Served**

### **a. General Description**

Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services, and are too young to qualify for community and home-based services for the elderly, may be served under the provisions of this contract.

**b. Client Eligibility**

(1) Applicants must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:

(a) An applicant may present a check, awards letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or

(b) An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the district's criteria for evidence of a disability. This written statement must, at a minimum, include the applicant's diagnosis, prognosis, a broad explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

(2) Applicants must have an individual income at or below the prevailing MICP eligibility standard in order to receive free CCDA services.

(3) Applicants with incomes above the standard will be assessed a fee for a share of the costs, or may be required to provide volunteer services in lieu of payment.

**c. Client Determination**

(1) Clients will be assessed for eligibility determination, and prioritized for services by district or provider case management staff, in accordance with subsection 410.604 (2), Florida Statutes.

(2) The department will determine client eligibility for this program. The department will make the final determination of client eligibility.

**d. Contract Limits**

(1) The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the district area.

(2) Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

(3) The provider shall deliver services only to those persons who have completed the Adult Services Screening for Consideration for new Community Based Services, been scored by that instrument, and were referred to the provider by the District/Region Program Office, and only to the extent that funds are available.

**B. Manner of Service Provision****1. Service Tasks****a. Task List**

(1) The following tasks will be performed under this contract (*check all that apply* ☒).

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Day Care | <b>X Case Management</b>                       | <input type="checkbox"/> Emergency Alert Response     |
| <b>X Personal Care</b>                  | <input type="checkbox"/> Home Health Aide      | <input type="checkbox"/> Group Activity Therapy       |
| <b>X Homemaker</b>                      | <input type="checkbox"/> Home Nursing          | <b>X Home Delivered Meals</b>                         |
| <input type="checkbox"/> Interpreter    | <input type="checkbox"/> Transportation        | <input type="checkbox"/> Medical Therapeutic Services |
| <input type="checkbox"/> Chore          | <input type="checkbox"/> Respite               | <input type="checkbox"/> Physical and Exams           |
| <input type="checkbox"/> Escort         | <input type="checkbox"/> Adult Day Health Care |   |

(2) Details of services to be provided under this contract and the negotiated parameters of those services include: (Descriptions and minimum requirements for each service listed are listed in "The CFOP 140-8, Community Care for Disabled Adults Operating Procedures").

(3) Each district CCDA program shall include case management services and at least one other community service.

**b. Task Limits**

The following task limits apply only to the services specified above.

(1) Respite Care services may be provided for up to two hundred forty (240) hours per client per calendar year, depending upon individual need. The service may be extended to three hundred sixty (360) hours, as recommended by the case manager and approved by an immediate supervisor. Documentation of approval must be evident in the case narrative section of the case manager's file.

(2) Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist, or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications, or perform other activities prohibited by Chapter 59A-8, Florida Administrative Code.

(3) Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of a client.

(4) Several restrictions apply to persons providing Homemaker service activities. Persons providing services **must not**:

- (a) engage in work that is not specified in the Homemaker assignment;
- (b) accept gifts from clients;
- (c) lend or borrow money or articles from clients;
- (d) handle client money, unless authorized in writing by a supervisor or case manager (documented in the personnel file) and unless bonded or insured by the employer;
- (e) transport clients, unless authorized in writing by a supervisor or case manager.

(5) The parameters of service delivery, by type of service, are detailed in "The CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

(6) District task limits, which exceed those in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, and are distinctive to this contract, are listed here: **N/A**

## **2. Staffing Requirements**

### **a. Staffing Levels**

(1) The provider will meet the minimum staffing requirements for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

(2) The provider will notify the department, in writing, within thirty calendar (30) days whenever the provider is unable, or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

### **b. Professional Qualifications**

The provider will ensure that staff meets the professional qualifications for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

### **c. Staffing Changes**

The provider agrees to notify the department's contract manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the contract manager for approval at least ten (10) working days prior to the implementation of the change.

### **d. Subcontractors**

This contract allows the provider to subcontract for the provision of all services under this contract. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.



### 3. Service Location and Equipment

#### a. Service Delivery Location and Times

- (1) CCDA services may be delivered in the client's home or on-site at a facility, as negotiated by the department and the provider.
- (2) Facilities delivering on-site services to clients shall pass an annual inspection by the local environmental health and fire authorities.
- (3) Service providers will meet the minimum service location and time requirements as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.
- (4) Services for this contract will be delivered at the following location(s) and times:

SERVICE	LOCATION	TIMES
Case Management	Client's Home	As needed
Personal Care	Client's Home	As needed
Homemaking	Client's Home	As needed
Home Delivered Meals	Client's Home	As needed

#### b. Changes in Location

The provider must notify the department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the contract manager for approval, ten (10) working days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the district's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the department's clients, and is at the department's sole discretion.

#### c. Equipment

- (1) If equipment is applicable to a specific provider's contract, the provider must submit an equipment listing (**Exhibit N/A**) to the department which lists the equipment. The equipment required to perform the contracted services must be negotiated by the department and the provider. To ensure uniformity, safety, and quality of service to clients, any requests for equipment change must be presented in writing to the contract manager for approval at least ten (10) days prior to any proposed change.
- (2) The provider must inventory all equipment acquired under this contract annually. The inventory list must be made available within seven (7) days upon receipt of written request by the contract manager. The provider must list the items of equipment on the equipment listing (**Exhibit N/A**), as applicable to the provider's contract for specific services.

### 4. Deliverables

#### a. Service Units

A service unit is an appropriate, distinct amount of given service, which may include, but is not limited to, an hour of direct service delivery; a meal; an episode of travel; or a

twenty-four (24) hour period of Emergency Alert Response maintenance, as defined in CFOP 140-8, Community Care for Disabled Adults Operating Procedures. All service units, as well as their description and costs, are listed in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

**b. Records and Documentation**

(1) Case management agency individual client files shall contain the following:

- (a) a completed client assessment (not more than one (1) year old);
- (b) a care plan (not more than one (1) year old);
- (c) a release of information form;
- (d) a copy of a completed Client Information System (CIS) form;
- (e) documentation of the client's age, disability, and income;
- (f) a completed and scored copy of the Adult Services Screening for Consideration for Community Based Services; and
- (g) a case narrative.

(2) Providers shall maintain information on each client served by this contract, which includes the following:

- (a) documentation of the client by name or unique identifier;
- (b) current documentation of eligibility for services;
- (c) dates of service provision and delivery;
- (d) information documenting the client's need to receive services;
- (e) the number of service units provided; and
- (f) all other forms or records necessary for program operation and reporting, as set forth by the department.

(3) Providers must ensure that all client records accurately match the invoices submitted for payment. Records must cross reference to each invoice for payment.

(4) Providers must maintain documentation necessary to facilitate monitoring and evaluation by the department.

(5) The case management provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

**c. Reports**

Report Title	Reporting Frequency	Report Date Due	Number of copies due	DCF Office address to receive report
Monthly Cumulative Summary Reports	Monthly	The 10 <sup>th</sup> of month immediately following the report period	2	Theresa Phelan Contract Manager 1111 12 <sup>th</sup> Street Key West, FL 33040 & Elizabeth Werner Program Office 401 NW 2 <sup>nd</sup> Ave, S-526 Miami, FL 33128

(1) Reporting requirements for this contract include, **Exhibit A**, Monthly Cumulative Summary Reports, if applicable. Districts will negotiate with the provider on specific submission requirement criteria for these reports.

(2) Providers of case management services agree to submit Monthly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the department, according to negotiated instructions provided by the districts.

(3) In the event of early termination of this contract, the provider will submit the final Monthly Cumulative Summary Report within forty-five (45) days after the contract is terminated.

**5. Performance Specifications****a. Performance Measures**

- (1) 100 % of adults with disabilities receiving services will not be placed in a nursing home.
- (2) 21: # of qualified disabled adults (ages 18-59) who will be provided case management.
- (3) 21: # of qualified disabled adults (ages 18-59) actively receiving daily living services from the CCDA and Aged and Disabled Adults (ADA) Medicaid Waiver Programs.

**b. Description of Performance Measurement Terms**

Placed – The result of an assessment of an individual who is no longer able to remain in his present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive alternative living environment).

**c. Performance Evaluation Methodology**

(1) Measuring Outcomes. The department will measure the outcomes found in paragraph B.5.a. above as follows:

(a) The outcome measurement contained in paragraph B.5.a. (1) above will be calculated by dividing the total, fiscal year-to-date number of clients in the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid waiver programs not transferred to a nursing home, by the total, fiscal year-to-date number of clients in the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid wavier programs.

(b) The outcome measurement contained in paragraph B.5.a. (2) above will be calculated by the total number clients actively receiving case management from the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid waiver programs by the total number of qualified disabled adults eligible to receive such services.

(c) The outcome measurement contained in paragraph B.5.a(3) above will be calculated by the total number clients actively receiving daily living services from the Community Care for Disabled Adults and the Medicaid waiver programs.

(2) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

**6. Provider Responsibilities****a Direct Service Provider Unique Activities**

(1) The provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.

(2) The provider will maintain an accurate and current active caseload list.

(3) The provider will maintain a current monthly billing ledger of all provider claims submitted to the case management agency or Adult Services local office, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract.

(4) The provider will notify the case management agency or Adult Services local office of all service terminations, service increase requests (**Exhibit B**) and monthly expenditure trends with regards

to the terms of this contract.

**(5)** The provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Services Screening conducted by an Adult Services counselor.

**(6)** If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

**(a)** The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

**(b)** The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

**(c)** The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.

**(d)** The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

**(e)** The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

**(f)** The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

**(g)** The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

**(h)** The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

**(i)** The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

- (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

**b. Case Management Provider Unique Activities**

- (1) The case management provider will accept all Budget Entity Team referrals through the Adult Services Program Office.
- (2) The case management provider will complete all initial face-to-face assessments on all pre-screened individuals referred by the Budget Entity Team for service consideration and program application, using the Adult Services Client Assessment, CF-AA 3019.
- (3) The case management provider will maintain an accurate and current active caseload list.
- (4) The CCDA case management provider will maintain a current monthly billing ledger of all provider claims submitted to the agency or the local Adult Services office, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract.
- (5) The case management provider will notify the CCDA case management agency or the local Adult Services office of all service terminations, service increase requests (**Exhibit B**) and monthly expenditure trends with regards to the terms of this contract.
- (6) The case management provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Services Screening.
- (7) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
  - (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
  - (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
  - (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.
  - (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
  - (e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

#### **c. Coordination with Other Providers/Entities**

The case management provider must coordinate, as necessary, with the Agency for Persons with Disabilities, the Department of Children and Families, the Department of Education, the Department of Health, and the Florida Statewide Advocacy Council, to serve those clients who are eligible for services through two (2) or more service delivery continuums.

### **7. Departmental Responsibilities**

#### **a. Department Obligations**

(1) The department will supply all new providers with a copy of the Community Care for Disabled Adults Operating Procedures, CFOP 140-8.

(2) The department will provide CCDA technical assistance to the provider, relative to the negotiated terms of this contract and instructions for submission of required data.

#### **b. Department Determinations**

Should a dispute arise, the department will make the final determination as to whether the contract terms are being fulfilled according to the contract specifications.

#### **c. Monitoring Requirements**

The provider will be monitored in accordance with existing departmental procedures as detailed in CFOP 75-8, Contract Monitoring.

**C. Method of Payment****1. Payment Clause**

- a. This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$81,733.00**, subject to the availability of funds.
- b. The department shall make payments to the provider for the provision of services up to the maximum number of units of service at the rates shown below.
- c. The department agrees to pay for the service units at the unit prices and limits listed below.

Service	Unit Price	Maximum # of Units
Case Management	\$50.78	200
Personal Care	\$42.38	250
Homemaking	\$34.14	1250
Home Delivered Meals	\$5.70	3212

- c. The provider's dollar match for this contract is **\$9,081.44**. Case management and transportation services may be exempt from match requirement at the discretion of each district.
- d. Cash or in kind resources may be used to meet this match requirement.

**2. Invoice Requirements**

The provider shall request payment through submission of a properly completed Invoice, **Exhibit C**, within ten days following the end of the month for which payment is being requested. The provider shall submit to the contract manager an original Invoice, **Exhibit C**, and **N/A** copies, along with supporting documentation. Payment due under this contract will be withheld until the department has confirmed delivery of negotiated services.

Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

**3. Supporting Documentation**

- a. It is expressly understood by the provider that any payment due the provider under the terms of this contract may be withheld pending the receipt and approval by the department of all financial and program reports due from the provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the department.
- b. The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates



the services were provided so that an audit trail documenting service provision can be maintained.

#### **4. MyFloridaMarketPlace**

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Chapter 60A-1.032(1)(e), Florida Administrative Code.

### **D. Special Provisions**

#### **1. Fees**

a. The case management provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

b. No fees shall be assessed other than those established by the department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the department.

#### **2. Florida Statewide Advocacy Council**

The provider agrees to allow properly identified members of the Florida Statewide Advocacy Council access to the facility or agency and the right to communicate with any client being served, as well as staff or volunteers who serve them in accordance with subsections 402.165(8) (a) & (b), F.S. Members of the Florida Statewide Advocacy Council shall be free to examine all records pertaining to any case unless legal prohibition exists to prevent disclosure of those records.

#### **3. MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the provider. If automatic deduction is not possible, the provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees.  
**PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

#### **4. Transportation Disadvantaged**

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

**5. Information Technology Resources.**

All contract providers must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITRs) as part of this contract. These resources will revert to the Department at the conclusion of the contract. ITRs are data processing hardware, software, service, supplies, maintenance, training, personnel, and facilities. The provider agrees to secure prior written approval through the contract manager from the District Management Systems Director for the purchase of any ITR. The provider will not be reimbursed for any purchase made prior to this written approval.

**6. Morals Clause**

The provider understands that performance under this contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the provider to perform its services in accordance with the very highest standards of ethical and moral conduct. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Section I R of the Standard Contract of this contract. The provider understands that the Department is a public agency which is mandated to conduct business in the sunshine, pursuant to Florida Law, and that all issues relating to the business of the Department and the provider are public record and subject to full disclosure. The provider understands that attempting to exercise undue influence on the Department and its employees to allow deviation or variance from the terms of this contract other than negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to Section III C of the Standard Contract. The provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services to government.

**7. Employee Loans**

Funds provided by the Department under this contract shall not be used by Not-For-Profit Corporations to make loans to their employees, officers, directors and/or subcontractors. Violation of this provision shall be considered a breach of contract, the termination of this contract shall be in accordance with the Standard Contract, Section III, Paragraph B, Subsection 3. A loan is defined as any advance of money for which the repayment period extends beyond the next scheduled pay period.

**8. Emergency Plan**

The provider shall be responsible for the care, maintenance and, if necessary, the relocation of clients during any natural disaster or period of civil unrest. The provider shall submit its emergency plan to the Department for approval at the time of submission of the agency's proposal and must be updated annually.

**9. Incident Reporting**

The Provider is required to document all reportable incidents, as defined in the District 11 Uniform Incident Reporting Protocol for Incident Reporting and Client Risk Prevention For Critical and Non-Critical Incidents, which is incorporated herein by reference.

For each critical incident occurring during the administration of its program, the Provider must, within 24 hours of the incident, complete and submit the District's approved Incident Report form **(Exhibit D)** to the respective department program incident report liaison. The incident report liaison for this contract is Al Papa, 401 NW 2<sup>nd</sup> Avenue, Suite N-1007, Miami, FL 33128. It is the Provider's responsibility to use the most current District 11 approved incident report for this purpose. A copy of the incident report must also be placed in a central file marked "Confidential Incident Report". Dissemination of the report within the department will be the responsibility of the department's program incident report liaison.

Incidents that threaten the health, safety or welfare of any person or that place any person in imminent danger must be reported immediately to the department by telephonic contact.

07/01/2005

Community Care for L...ed Adults/Fixed Price  
Adult Services Program

The information contained in the incident report is confidential. The dissemination, distribution or copying of the report is strictly prohibited, unless authorized by the Department.



CCDA MONTHLY CUMULATIVE SUMMARY REPORT

REPORT MONTH: \_\_\_\_\_  
DCF DISTRICT/REGION: \_\_\_\_\_  
PROVIDER NAME: \_\_\_\_\_  
ANNUAL ALLOCATION: \_\_\_\_\_

PROVIDER BILLING FOR SERVICES DELIVERED TO DCF COMMUNITY CARE FOR DISABLED ADULTS CONSUMERS

EXHIBIT A

1.	Recipient Name	ID #	CCDA Service Received (one line per service)	Date(s) of Service (by service)	Monthly # Units Billed (per service)	Cost Per Unit (by service)	Total Monthly Costs Billed (by service)
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
TOTAL MONTHLY ALLOCATION							
EXPENDITURES							

Person Completing This Report

Date

(Name and Position Title)

REPORT DUE TO THE DISTRICT THE 15<sup>TH</sup> DAY OF THE MONTH  
IMMEDIATELY FOLLOWING THE MONTH BEING REPORTED ON

Provider End Balance: \_\_\_\_\_

District/Region End Balance: \_\_\_\_\_

**Request for Approval of CCDA Care Plan Services Increase****Part I: Recipient Information**

Name: Last name, first name, middle name or initial	Date of birth:
Social security number:	Medicaid/Medicare Medical assistance number:
Current Address:	Address where services will be received:
County:	County:
Status (Transfer/Existing): If individual is a transfer, indicate originating district/agency:  If individual is an existing consumer with your agency, indicate current monthly authorized units of service by service type(s):	Describe reason for service funding increase. An Adult Services client reassessment was completed on _____ by _____ and _____, to reflect that this Recipient is justifiably in need of increased Service(s) based on (check all situations which apply): <input type="checkbox"/> Failing Support System <input type="checkbox"/> Decrease in Functional Capacity <input type="checkbox"/> Rapidly Deteriorating Health
Medicaid waiver eligibility date: _____	

**Provider Information**

Agency name:	Agency contact person:
Agency address:	Phone: _____ Fax: _____ E-mail address: _____

**Part II: Summary of Recipient's Presenting Situation.** (Refer to form instructions for details about the type of information required here. Use the space below or include attachment.)

**Part III: Proposed New Service Request.** (Please indicate the new care plan services being requested and the corresponding, anticipated service start dates.)

Service	Anticipated start date	Service	Anticipated start date

**Part IV: Specific Description of Proposed New Service(s) As Tailored To Meet Recipient's Need.** (Refer to the form instructions for details about the type of information required here. Use the space below or include attachment.)

**Part V: Cost Detail for Proposed New Care Plan Service(s).**

A. Attach a Cost Detail page for each service requested in Part III. Each Cost Detail page should reflect the total annual cost of serving the consumer for that service type.

**Part VI: Care Plan Modification of Number of Service Units.** The Budget Entity Team will not consider authorization to increase service unit quantity of an authorized service on a Recipient's care plan for any of the following documented reasons unless this section is accurately and fully completed.

*[To justify unit service rates, please present comparative information: unit rate quotes from a minimum of three other service agencies providing this same service within a ten mile radius; reasons for choosing this specific vendor; a statement attesting to the fact that selected vendor is a sole source provider of this service in this geographic area, etc. Attach information as necessary (e.g., agency administrative costs, your agency salary scale, etc.). Refer to the form instructions.]*

☐ **Failing Support System:** List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ **Decrease in Functional Capacity:** List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ **Rapidly Deteriorating Health:** List care plan add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

**Part VII. Signatures.** (Please note: Final approval of all requests for Care Plan increases rest with the Budget Entity Team. Providers will receive an Award Letter from the Budget Entity Team (or one of its members) when the plan has been approved.)

Provider Agency: (Signature indicates that the information presented in this Request for Care Plan Services Increase and attachments are accurate and complete.)	Date:
Recipient/Representative: (Signature indicates that the Recipient/Representative has reviewed the Request for Care Plan Services Increase and attachments.)	Date:
District/Regional Program Staff: (Signature indicates that the district/regional program staff and provider have agreed upon the services to be funded.)	Date:
District/Regional Adult Services Program Director: (Signature indicates district/regional approval of the Service Funding Plan.)	Date:



## **Request for Service Increase**

The CF-AA 1116, Request for Approval of Care Plan Services Increase, will serve as the official request for increase in service funding by the District/Region Adult Services Office for Community Care for Disabled Adults (CCDA) consumers requesting an increase in Care Plan services. This form may be completed manually or electronically, with Parts I, II, IV, and V re-sized as necessary to accommodate the descriptions and cost information required.

Districts/Zones/Region will complete the Request for Approval of Care Plan Services Increase for each CCDA consumer who has requested an increase in Care Plan services. After review by the district coordinator and consumer, this form must be submitted to Central Office for consideration and approval. Districts/Zones/Region should feel free to consult with Central Office staff as necessary during the development of any Services Increase request, especially if clarification is needed.

Provider's adherence to the instructions for completing each section of the Request for Services Increase will expedite the Districts/Zones/Region evaluation of the request, and will minimize the need for additional requests for information. Please keep in mind that all parts of the request are interconnected, and the information you supply in one section should justify and support what appears in the other sections.

### ***Part I: Consumer and Provider Information***

- Complete both the consumer and provider information sections.
- Specific instructions:
- The consumer's SSN, or any other pertinent information about the consumer's medical assistance status (Medicare, Medically Needy, etc).

### ***Part II: Summary of Consumer's Current Situation***

- The information submitted in this section should relate to the other parts of the request, justifying and supporting the service requests.
- The length of this summary should correlate with the complexity of the service request and the costs involved. More complex, higher cost plans will require more detailed explanations.
- Specific instructions:
- Include the age of the consumer, diagnosis, disability history and circumstances relative to the increase in services being requested.
- Provide information about the current caregiver/service provider(s), such as name of primary caregiver, date of birth of caregiver, caregiver's relationship to consumer, whether or not there is a legal guardian: service agency presently providing services to the consumer, what services are being provided and number of service units per service per week, funding source for those services, and date the services were initiated.
- Describe the current living situation: who lives with/cares for the consumer at the consumer's place of residence?
- Provide answers to pertinent questions, such as:
  - Why are services being requested at this time? What are the implications if services are not provided?
  - Who is initiating the present request for service increase?
  - Who or which provider agency does the consumer wish to receive the increased services from?
  - Has the above person/agency been contacted to confirm the availability of resources requested by this consumer?

### ***Part III: Proposed Services Requested***

- This section serves as a summary of all the service types requested.
- Identify the anticipated start date for each service type requested.

### ***Part IV: Specific Description of Proposed Service***

- Provide a specific description of the services to be provided for each of the service types requested in Part III. Include references to days and times when services will occur.
- The length of this summary should correlate with the complexity of the service Care Plan and the costs involved. More complex, higher cost Care Plans will require more detailed explanations.
- Include in this section specific information about requests for start-up and other one-time-only services, as well as supplemental services.
- Specific instructions for preferred service delivery days, and whether morning or afternoon is preferred.
- Describe specific services requested (e.g. personal care, home delivered meals, case management, etc.) including:
  - The time period/staff ratio for all services (e.g. the specific hours during the day, and the number of days per week and service units that the consumer requires each day);
  - An itemization of any start-up services/articles requested;

### ***Part V: Cost Detail***

- Section A: Attach a Cost Detail page for each service requested in Part III. Each Cost Detail page should reflect the total annual cost of serving the consumer for that service type. The charts require a detailed listing of the services to be provided, how costs are computed, and vendor information if applicable. Indicate the total annual costs in the appropriate boxes.
- Detail hourly rates and should include provider administrative costs, travel costs, and provider employee fringe benefit costs
- Part V should include a Cost Justification section describing why these costs are appropriate. Present comparative information, reasons for choosing a specific vendor, the appropriateness of the hourly rate, etc. Attach any information that validates your request for increased unit rate for the service, or increased units of service for this consumer.
- Round all dollar amounts to the nearest dollar.

### ***Part VI: Modification Request***

- Follow the instructions for this section if this is a request to change the level of service for a consumer currently funded by your District/Zone/Region for that service.

### ***Part VII: Signatures***

- The case management provider representative/ resource coordinator (if applicable), and the consumer/family should sign the Request for Increase before it is forwarded to the district/regional office.
- Central Office staff may require additional information from the case management provider (if applicable) or district/regional staff, if deemed necessary, to assist the Budget Entity Team in determining approval or denial of the request.

March 22, 2005



DEPARTMENT OF CHILDREN AND FAMILIES  
ADULT SERVICES OFFICE  
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

PROVIDER FED. ID # \_\_\_\_\_

NAME AND MAILING ADDRESS OF PAYEE:

--

CONTRACT AMNT.: \_\_\_\_\_

REIMBURSEMENT YTD.: \_\_\_\_\_

CONTRACT BALANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT#: \_\_\_\_\_

PERIOD OF SERVICE PROVISION: \_\_\_\_\_

NAME OF SERVICE OR DESCRIPTION OF MATERIALS	UNITS/ QUANTITY	AMOUNT PER UNIT/ EPISODE	TOTAL AMOUNT DUE

TOTAL MATCH REQUIRED  
FOR CONTRACT: \_\_\_\_\_TOTAL  
PAYMENT  
REQUESTED

	THIS MNTH.	YTD.
LOCAL CASH MATCH		
LOCAL IN-KIND		
TOTAL DEDUCTIONS		
REMAINING MATCH BALANCE		



FLORIDA DEPARTMENT OF  
**CHILDREN  
& FAMILIES**

SIGNATURE OF PREPARER \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ TITLE \_\_\_\_\_

\*IF THIS INVOICE IS FOR A FIXED PRICE CONTRACT, THE REQUEST FOR PAYMENT WILL BE DETERMINED  
BY DIVIDING THE LENGTH OF THE CONTRACT INTO THE CONTRACTED AMOUNT (EX-\$12,000[ALLOCATION] DIVIDED BY  
12 MONTHS [THE LENGTH OF THE CONTRACT]=\$1,000 PAYMENT REQUEST) ON A COST REIMBURSEMENT CONTRACT  
THE PAYMENT REQUEST WILL BE THE MONTHLY REQUEST EXPENSE

CHILDREN AND FAMILIES USE ONLY

DATE INV. RCD. \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

ORG	EO	OBJ	DESC.	AMNT.	OCA	



District Tracking Number (for CRITICAL incidents)		
11 (District)	YEAR	Sequence Code
Check if CLOSED		
Program Code: AS, DA, DD, ESS, FS, MH, SA		

## DISTRICT 11 INCIDENT REPORT

**EXHIBIT D**

(Critical incidents must be reported to District Administrator within 24 hours of notification.) CHECK IF CRITICAL ☒

### CONFIDENTIAL

WARNING: The information contained in this report is confidential. You are hereby notified that dissemination, distribution, or copying of this document is strictly prohibited, unless authorized by the Department of Children & Families.

### I. IDENTIFYING INFORMATION

Reporting Party Phone #: \_\_\_\_\_ Date of Incident \_\_\_\_/\_\_\_\_/\_\_\_\_ Time of Incident \_\_\_\_\_  
Reporting Party Name \_\_\_\_\_  
District Program Area: \_\_\_\_\_ DCF Unit # \_\_\_\_\_

Specific Program: check all that apply

☐ AMH ☐ AS ☐ ASA ☐ CMH ☐ CSA ☐ DA ☐ DC ☐ DD ☐ ESS ☐ FS

Please respond to one of the following as appropriate.

a. Contract Provider Name \_\_\_\_\_ c. DS Home Name \_\_\_\_\_  
b. Foster Home Name \_\_\_\_\_ e. Other Name \_\_\_\_\_  
d. DCF Facility Name \_\_\_\_\_

Is this a licensed facility? ☐ Yes ☐ No ☐ Don't know.

Specific location/address where incident occurred: \_\_\_\_\_

### II. TYPE OF INCIDENT

Check one box only.

1. ☐ Abuse/Neglect/Exploitation
2. ☐ Aggression/Threat
3. Altercation:  
☐ Client/client ☐ Client/staff ☐ Staff/staff
4. ☐ Baker Act
5. ☐ Bomb Threat
6. ☐ Client Injury
7. ☐ Client Death
8. ☐ Contraband
9. ☐ Criminal Activity
10. ☐ Damage
11. ☐ Drugs
12. ☐ Elopement/Runaway
13. ☐ Emergency Room Visit
14. ☐ Escape

15. ☐ Hospital Admission
16. ☐ Illness
17. ☐ Media Coverage
18. ☐ Medication Issue
19. ☐ Misconduct
20. ☐ Physical Aggression
21. ☐ Self-Injurious Behavior
22. ☐ Sabotage
23. ☐ Sexual Battery
24. ☐ Suicide Attempt
25. ☐ Suicide Ideation/Threat
26. ☐ Theft
27. ☐ Vandalism
28. ☐ Other Incidents \_\_\_\_\_

### III. PARTICIPANT(S) / WITNESS(ES) (Please check one from each side)

FIRST Name	LAST Name	SS#	Birth Date	Race	Gender	Client	Employee	Other	Participant	Witness	Other
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# CONFIDENTIAL

## III. PARTICIPANT(S) / WITNESS(ES) (Please check on from each side)

FIRST Name	LAST Name	SS#	Birth Date	Race	Gender	Client	Employee	Other	Participant	Witness	Other
			__/__/__			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			__/__/__			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			__/__/__			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## IV. DESCRIPTION OF INCIDENT

Give Detailed Account - (Who, What, When, Where, Why, How) - Add Pages If Necessary

## V. CORRECTIVE ACTION AND FOLLOW UP

Immediate corrective action taken

Is follow-up action needed? NO ☐

YES ☐

If yes, specify:

# CONFIDENTIAL

## VI. INDIVIDUALS NOTIFIED

### EXTERNAL NOTIFICATION

Agency Notified	Person Contacted	Status	Date/Time	Called	Copy
Abuse Registry 1-800-962-2873	Name _____	Report Accepted		<input type="checkbox"/>	<input type="checkbox"/>
	ID# _____	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Agency for Health Care Administration	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Law Enforcement-Department _____	Officer's Name _____ Badge # _____ Case # (if avail) _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian/ Family Member Name	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Other (Please Specify) _____	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Other (Please Specify) _____	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
DCF (for providers only)	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>

## VII. REVIEW AND SIGNATURES

	NAME	SIGNATURE	TITLE	PHONE #	DATE
REPORTING EMPLOYEE					__/__/__
SUPERVISOR					__/__/__

### DCF INTERNAL NOTIFICATION

Individual/Agency Notified	Date/Time	Called	Copy	Individual/Agency Notified	Date/Time	Called	Copy
Client Relations		<input type="checkbox"/>	<input type="checkbox"/>	Employee Safety Program		<input type="checkbox"/>	<input type="checkbox"/>
District Administrator		<input type="checkbox"/>	<input type="checkbox"/>	Florida Local Advocacy Committee		<input type="checkbox"/>	<input type="checkbox"/>
Division Director/ Facility Director		<input type="checkbox"/>	<input type="checkbox"/>	H.R. Workers' Compensation Coordinator (employee related incidents only)		<input type="checkbox"/>	<input type="checkbox"/>
District Legal Counsel		<input type="checkbox"/>	<input type="checkbox"/>	Program Office/Risk Manager		<input type="checkbox"/>	<input type="checkbox"/>
DS Support Coordinator/Case Manager		<input type="checkbox"/>	<input type="checkbox"/>	Others -- (Please specify) _____		<input type="checkbox"/>	<input type="checkbox"/>
EEOC		<input type="checkbox"/>	<input type="checkbox"/>	Contract Manager		<input type="checkbox"/>	<input type="checkbox"/>
Public Information Officer		<input type="checkbox"/>	<input type="checkbox"/>	Missing Children's Unit		<input type="checkbox"/>	<input type="checkbox"/>

## VIII. DCF REVIEW AND SIGNATURES

	NAME	SIGNATURE	TITLE	PHONE #	DATE
Incident Report Liaison					__/__/__
Senior Supervisor					__/__/__

# CONFIDENTIAL

## INCIDENT DEFINITIONS

The definitions apply to DCF direct or contractual services/employees

1. Abuse/Neglect/Exploitation. A reportable event where a client/employee is the subject of abuse, neglect, or exploitation.
2. Aggression/Threat. The client engages in verbal threats to harm or aggression towards another person.
3. Altercation. A physical confrontation occurring between a client and employee or two more clients at the time services are being rendered, or when a client is in the physical custody of the department, which results in one or more clients or employees receiving medical treatment by a licensed health care professional.
4. Baker Act. Client is placed into a facility under the Baker Act.
5. Bomb Threat. Any threat of harm to property or persons involving an explosive device that is received verbally, in writing, electronically or otherwise.
6. Client Injury/Illness. A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families or contracted facility or service center or who is in the physical custody of the department.
7. Client Death. Any person whose life terminates due to or alleged due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families operated or contracted facility or service center, while in the physical custody of the department; or when a death review is required pursuant to CFOP 175-17, Child Death Review Procedures.
8. Contraband/Drugs (or non-authorized material) Discovery of contraband. Employee/client found with contraband which includes intoxicating beverage, controlled substance, weapon or device designed to be used as a weapon or explosive substance, and/or, anything specifically prohibited in writing by the Department (Ref. CFOP 70-12).
9. Misconduct/Criminal Activity. Action resulting in potential liability. Conduct resulting in a law violation. Falsification of State or client records by an employee.
10. Contraband/Drugs (or non-authorized material) Discovery of contraband. Employee/client found with contraband which includes intoxicating beverage, controlled substance, weapon or device designed to be used as a weapon or explosive substance, and/or, anything specifically prohibited in writing by the Department (Ref. CFOP 70-12).
11. Theft/Vandalism/Damage/Sabotage. Loss of state or private property of significant value or importance.
12. Elopement/Runaway. The unauthorized absence beyond eight hours, or other time frames as defined by a specific program operating procedure or manual, of a child or adult who is in the physical custody of the department.
13. Emergency Room Visit. The client is taken to an emergency medical facility for assessment and/or treatment.
14. Escape. The unauthorized absence as defined by statute, departmental operating procedure or manual of a client committed to, or securely detained in a Department of Children and Families mental health or developmental services forensic facility covered by Chapters 393, 394 or 916, FS.
15. Hospital Admission. The client is admitted to the hospital for surgery or scheduled medical procedures.
16. Client Injury/Illness. A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families or contracted facility or service center or who is in the physical custody of the department.
17. Media Coverage Media coverage that may have an adverse impact of the Department's ability to protect and serve its clients.

## CONFIDENTIAL

18. Medications Issue. The client is prescribed psychotropic medication requiring consent of parent and/or court order and issue not resolved. Issue of incorrect medication or wrong dosage of correct medication. Dosage of prescribed medication is omitted, or the client has an adverse reaction to medication. This would not include suicide attempts by intentional overdose, which are Suicidal Attempts.
19. Misconduct/Criminal Activity. Action resulting in potential liability. Conduct resulting in a law violation. Falsification of State or client records by an employee.
20. Physical Aggression. The client engages in physical aggressive behavior that is threatening towards persons or destructive to property or animals, e.g. overturning furniture, throwing objects, striking walls, etc.
21. Self-Injurious Behavior. The client inflicted upon him/herself or subject self to potential danger (cutting oneself, walking into traffic).
22. Theft/Vandalism/Damage/Sabotage. Loss of state or private property of significant value or importance
23. Sexual Battery. An allegation of sexual battery by a client on a client, employee on a client, or client on an employee as evidenced by medical evidence or law enforcement involvement.
24. Suicide Attempt. An act which clearly reflects the physical attempt by a client to cause his or her own death while in the physical custody of the department or a departmental contracted or certified provider, which results in bodily injury requiring medical treatment by a licensed health care professional.
25. Suicidal Ideation/Threat. The client talks about killing him/herself or verbally suggests the possibility of killing him/herself.
26. Theft/Vandalism/Damage/Sabotage. Loss of state or private property of significant value or importance.
27. Theft/Vandalism/Damage/Sabotage. Loss of state or private property of significant value or importance.
28. Other Incidents. An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients who are in the physical custody of the department.

## **ATTACHMENT II**

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

### **AUDITS**

#### **PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

## PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

## PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families  
ASFMI  
Building 2, Room 301  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:



Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

# **POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**PROVIDER NAME : Monroe County (Monroe County In Home Services)**

**CONTRACT # KG052**

**PURPOSE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

## **I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

No Federal Funds Awarded

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

## **II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

### **A. MATCHING FUNDS FOR FEDERAL PROGRAMS:**

No Matching State Funds Awarded

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

### **B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project 1	(Department of Children and Families, 60.008, Community Care for Disabled Adults)	\$81,733.00
<b>TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, F.S.</b>		<b>\$81,733.00</b>

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at [www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html](http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html).

### **C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:**

No Other State Funds Awarded

Compliance requirements applicable to these funds can be found in the contract.

# POST AWARD NOTICE



[Help](#) | [Home](#)

Welcome PHELAN T

## Contract Funding Report

Budget Entity	OCA	Category	CFDA	CSFA	Percent	FFP	OCA Dollar Amount	Dollar Amount	Federal Dollars	State Dollars
60910403	VW041	100603		60.008	100	0	10,156.00	10,156.00	0.00	10,156.00
60910403	VW043	100603		60.008	100	0	71,577.00	71,577.00	0.00	71,577.00
Totals:								\$81,733.00	\$0.00	\$81,733.00

[Print Report](#)

[Back](#)

[Help](#)

OPEN the OMB Circular A-133  
Post-Award Notice in Microsoft Word

Post-Award Notice  
Transmittal Letter in Word

Save Contract

[Save](#)

[search](#) | [locate staff](#) | [comments](#) | [sitemap](#) | [home](#)

